

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF YUMA

THIS AGREEMENT is entered into 23 March 2000,  
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE  
OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the  
CITY OF YUMA, acting by and through its MAYOR and CITY COUNCIL (the "City")

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City

3. From time to time the City requests and hereby appoints the State and/or its representative to be an agent for the City, to perform certain work and prepare certain documents required by the Federal Highway Administration to qualify certain highway, bridge and railroad grade crossing projects for and to receive Federal funds. Such future work, consisting of, but not specifically limited to, the review and approval of the City prepared environmental documents, the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way related activities (when specifically authorized by, for and on behalf of the City, and at no cost to the State) and such other related tasks essential to the achievement of the aforementioned objectives.

4. The only interest of the State in performing the work embraced herein is in the acquisition of federal funds for the use and benefit of the City by reason of federal law and regulations under which funds for the projects are authorized to be expended, and is acting as agent for the City

NO 24520  
Filed with the Secretary of State  
Date Filed: 03/23/01  
Petrey Bayless  
Secretary of State

By Vicky J. Greenewald

5 The estimated cost of the work shall be determined by procedures established in Local Government Engineer's Bulletin No 91-3 dated 13 November 1991, which is attached hereto and made a part hereof, which funds the City shall transmit to and deposit with the State for the purpose of funding the cost of the work performed by the State. The minimum estimated cost of work for any project is \$5,000.00.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

## **II. SCOPE OF WORK**

### **1. The City will:**

a. Consistent with the work identified herein, and on an individual project basis, provide the State (ADOT) Local Government Engineer the documents to be reviewed, or a request to perform services on behalf of the City.

b. Deposit with the State sufficient funds for the cost of the work, all or any part of which will be used by the State to fund the cost of performing the work.

c. Solely bear the cost of the work embraced herein without State or Federal funds.

d. Insure that sufficient City funds are available for the State to accomplish the work contemplated, and deposit with the State additional funds as may be required to complete the work. Such additional deposits will be made upon request of the State when the funds in the account have been depleted, or when the account balance is so low that funds for the cost of anticipated or ongoing work are not expected to be sufficient to cover the State's expenditures.

### **2. The State will:**

a. Upon receipt from the City of a written request and subsequent to the deposit of sufficient funds by whatever means, begin performance of the work outlined in the request on an individual project by project basis, that is required by the Federal Highway Administration to bring the project or projects to the construction stage.

b. Furnish all labor, materials, and equipment necessary to complete the work embraced herein when such resources are available.

c. Provide the City a periodic statement of account identifying the projects for which work has been performed, the type and amount of expenditures, and the account balance. No statement will be provided if there is no activity on the account.

## **III. MISCELLANEOUS PROVISIONS**

1. The State will not be obligated to perform the work contemplated herein or incur expenditures associated with such work when labor, materials or equipment are not available to the State.

2. The State assumes no financial obligation or liability under this agreement whatsoever. The City assumes full responsibility for the adequacy and accuracy of environmental assessments and reports, the design, plans, specifications, reports, the engineering and geological testing in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the City and that the City hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or

property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, or the City, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation and attorneys' fees.

3. The cost of any design, construction or construction engineering work covered by this agreement is to be borne by the City, but should some unforeseen condition or circumstance increase the cost of the work to be performed by the State in excess of the amount shown in the recital, the State shall not be obligated to incur any expenditure in excess of the City's deposit.

4. This agreement shall remain in force and effect for a period of five years from the effective date, and will be automatically renewed for successive periods of five years, unless sooner terminated by either the City or the State, or other competent authority.

5. This agreement shall become effective upon filing with the Secretary of State.

6. This agreement shall be cancelled in accordance with Arizona Revised Statutes Section 38-511.

7. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this agreement.

8. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

9. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation  
Joint Project Administration  
205 S. 17th Avenue - 616E  
Phoenix, Arizona 85007

City of Yuma  
Director of Public Works  
155 West 14<sup>th</sup> Street  
Yuma, AZ 85364-4711

10. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF YUMA

By Joyce A. Wilson  
JOYCE A. WILSON  
City Administrator

STATE OF ARIZONA  
Department of Transportation

By Catherine J. Hegel  
CATHERINE J. HEGEL  
Contract Administrator

ATTEST:

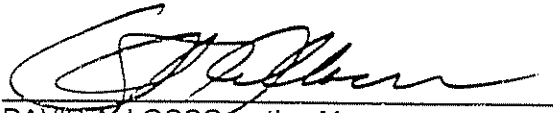
By Brigitta K. Stanz  
BRIGITTA STANZ  
City Clerk

1dec00

RESOLUTION

BE IT RESOLVED on this 11th day of March 1998, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Yuma, for the purpose of defining responsibilities, for the State, as agent for the City, to perform certain work and prepare certain documents required by the Federal Highway Administration to qualify certain highway, bridge and railroad grade crossing projects for and to receive Federal funds.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID ALLOCCO, acting Manager  
Engineering Technical Group

for MARY E. PETERS, Director

**RESOLUTION NO. R2001-13**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF YUMA, ARIZONA, AUTHORIZING AN  
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY  
OF YUMA AND THE STATE OF ARIZONA FOR DESIGN  
SERVICES FOR THE 20<sup>TH</sup> STREET PATHWAY.**

WHEREAS, the City of Yuma (City) desires to construct the 20<sup>th</sup> Street Pathway, between Avenue C and the East Main Canal Multi-Use Pathway; and,

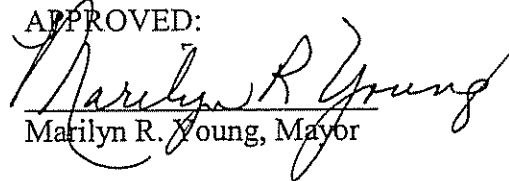
WHEREAS, the City desires that the State of Arizona (State) represent the City in the preparation and tendering of documentation necessary to qualify said 20<sup>th</sup> Street Pathway to receive and use Federal funds; and,

WHEREAS, the State, acting through the Arizona Department of Transportation (ADOT), and the City wish to enter into an Intergovernmental Agreement (IGA), giving ADOT authorization to represent the City as mentioned hereabove.

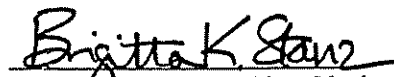
NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Yuma that the City Administrator is authorized to execute an Intergovernmental Agreement with the State for the completion of documentation necessary to qualify the City's 20<sup>th</sup> Street Pathway for the use of Federal funds and that Staff is authorized to reimburse the State for expenses incurred in that representation.

Passed and adopted this 7th day of February 2001.

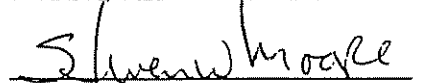
APPROVED:

  
Marilyn R. Young, Mayor

ATTEST:

  
Brigitta K. Stanz, City Clerk

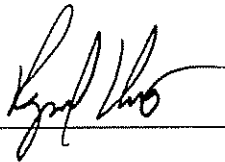
APPROVED AS TO FORM:

  
Steven W. Moore, City Attorney

APPROVAL OF THE YUMA CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF YUMA and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 6 day of March, 2006.



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City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ. 85007-2926

JANET NAPOLITANO  
ATTORNEY GENERAL

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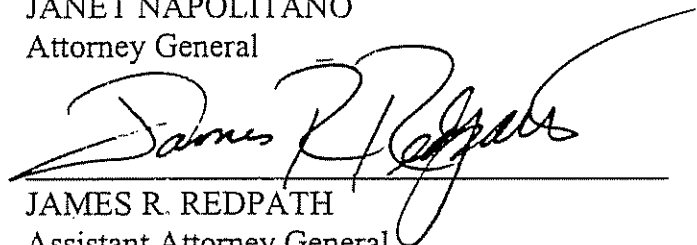
**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR98-0510TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED March 16, 2001.

JANET NAPOLITANO  
Attorney General



JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:et/673832

Enc.